

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Affordable Fire Protection Co.

Case 07-CA-232611

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in conspicuous locations where notices to employees are normally posted at the Charged Party's facility located at 34450 Commerce Road, Frasier, MI 48026, and include a copy of the notice with the paycheck of all employees of the Charged Party. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting and include a copy of the notice with each employee's paycheck for 4 consecutive pay periods.

E-MAILING NOTICE — The Charged Party will also e-mail a copy of the signed Notice in English to all employees who work at or out of the facility located at 34450 Commerce Road, Frasier, MI 48026. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 7 of the National Labor Relations Board in Case 07-CA-232611." The Charged Party will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at Ethan.Ray@nrlrb.gov.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

BACKPAY AND FRONTPAY — Within 14 days from approval of this agreement, the Charged Party will make whole (b) (6), (b) (7)(C) in the amount opposite (b) (6) name. The Charged Party is responsible for paying its share of FICA and will make appropriate withholdings from the backpay and frontpay portion due to (b) (6), (b) (7)(C). The non-F.I.C.A Federal taxes withheld from the backpay shall not be higher than 25 percent. The Charged Party will

remit a separate check for the interest, excess tax and expenses portion of the backpay due (if applicable), from which no withholdings shall be made. The Charged Party will also file with the Regional Director a completed Report of Backpay Paid under the National Labor Relations Act, which the Regional Director will file with the Social Security Administration for the purpose of allocating the payment to the appropriate calendar year(s).

Discriminatee Name	Backpay	+ Interest	Expenses	+ Excess Tax	= Total Due	Front Pay	Total
(b) (6), (b) (7)(C)	\$5,605	\$52			\$5,657	\$843	\$6,500

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes /s/ R.W.M.
Initials

No _____
Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director’s approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Affordable Fire Protection Co.		Charging Party (b) (6), (b) (7)(C)	
By: Name and Title	Date	By: Name and Title	Date
/s/ (b) (6), (b) (7)(C)	1/31/19	/s/ (b) (6), (b) (7)(C)	2/5/19
Print Name and Title below		Print Name and Title below	
(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	
Recommended By:	Date	Approved By:	Date
/s/ Donna Nixon DONNA NIXON Field Attorney	2/5/19	/s/ Terry Morgan TERRY MORGAN Regional Director, Region 7	2/6/19

CONFIRMATION OF 60-DAY POSTING

Affordable Fire Protection
Case 07-CA-232611

The Notice to Employees provided by the National Labor Relations Board in the
above matter remained continuously and conspicuously posted for at least 60 days.

CHARGED PARTY/RESPONDENT

By: _____

(b) (6), (b) (7)(C)

Title: _____

(b) (6), (b) (7)(C)

Date: _____

4/22/19



NOTICE TO EMPLOYEES



POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT unlawfully interrogate our employees about their union or protected concerted activities.

WE WILL NOT discipline or discharge our employees because they contact a union, or because we believe they have contacted a union.

WE WILL NOT in any like or related manner interfere with, retrain, or coerce you in the exercise of your rights under Section 7 of the Act.

WE WILL NOT in any like or related manner discriminate against employees in regard to hire or tenure, or any terms or conditions of employment to discourage membership in or activities on behalf of the Union or any labor organization.

WE WILL make (b) (6), (b) (7)(C), who has waived reinstatement, whole by payment of the wages including frontpay and other benefits lost because we unlawfully discharged (b) (6), (b) (7)(C) along with interest calculated in accordance with Board policy.

WE WILL remove from our files and records all references to the unlawful discharge of (b) (6), (b) (7)(C) and WE WILL notify (b) (6), (b) (7)(C) in writing that this has been done and that the discharge will not be used against (b) (6), (b) (7)(C) in any way.

Affordable Fire Protection Co.

(Employer)

(b) (6), (b) (7)(C)

(Representative)

(Title)

Dated: 2/14/19

By:

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov and the toll-free number 1-844-374-2121.

(844) 762-NLRB (6572)

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

Ethan Ray, Compliance Officer at NLRB, Region 7, 477 Michigan Avenue, Room 300,
Patrick V. McNamara Federal Building, Detroit, Michigan 48226 Telephone (616) 930-9163
Hours of Operation: 8:15 a.m. to 4:45 p.m.

CONFIRMATION OF 60-DAY POSTING

**Affordable Fire Protection
Case 07-CA-232611**

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above matter remained continuously and conspicuously posted for at least 60 days.

CHARGED PARTY/RESPONDENT

(b) (6), (b) (7)(C)

By: _____

Title: _____

Date: _____

4/22/19

RECEIVED
REGION 7
GRAND RAPIDS, MI

2019 APR 24 AM 9:14

RECEIVED
NLRB



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 7
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 300
Detroit, MI 48226

Agency Website: www.nlrb.gov
Telephone: (313)226-3200
Fax: (313)226-2090

Robert W. Morgan, Esq.
Berry Moorman, P.C.
535 Griswold Street
Detroit, MI 48226
rmorgan@berrymoorman.net

April 23, 2019

Re: Affordable Fire Protection
Case 07-CA-232611

Dear Mr. Morgan:

The above-captioned case has been closed on compliance. Please note that the closing is conditioned upon continued observance of the informal Settlement Agreement.

Very truly yours,

A handwritten signature in black ink, appearing to read "Elizabeth K. Kerwin", with a long horizontal stroke extending to the right.

Elizabeth K. Kerwin
Acting Regional Director

cc: Kevin Bates
Affordable Fire Protection
34450 Commerce Road
Frasier, MI 48026
kevin@fireservicesinc.net

(b) (6), (b) (7)(C)

A large black rectangular redaction box covering the bottom portion of the document.